

April 3, 1996

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made this _____ day of _____, by and between _____ P.O. Box 26767, Elkins Park, PA 19027 ("Lessor") and _____, a Pennsylvania Corporation ("Lessee").

Lessor and Lessee, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby agree as follows:

1. Lease and Premises.

A. Definitions

(i) "_____ " and "Association" as used herein shall mean the following:

a. In the event that a Declaration of Condominium of _____ and a Declaration Plat (collectively, the "Declaration") has not been executed by Lessor and recorded in the Philadelphia Department of Records, then the term "Association" as used herein shall mean _____ and the term "_____ " as used herein shall mean the property known as the _____, including without limiting the generality of the foregoing, the land, buildings, parking areas and all appurtenances thereto."

b. In the event that a Declaration has been executed by Lessor and recorded in the Philadelphia Department of Records, following such recordation, the terms "_____ " and "Association" shall mean "_____ " an Industrial Condominium and its Association, respectively.

(ii) "Condominium Units" (as opposed to an individual condominium unit) shall be defined as the total of all buildings which are completed and occupied in the _____ expressed in total square footage.

(iii) "Premises" and "Demised Premises" shall be defined to include the interior space and surface of the adjacent demising walls leased to Lessee as shown on Exhibit "A" and all systems, equipment, and other apparatus appurtenant thereto or used in connection therewith, and non-exclusive rights to Common Elements.

(iv) "Common Elements" shall be defined to include, but not be limited to, driveways, sidewalks, non-structural components of the Premises, green areas, elevators, common hallways, common vestibules and stairwells.

(v) "Pro Rata Basis" shall be based upon a fraction, the numerator of which constitutes the total square footage of Condominium Unit #_____ and the denominator of which shall be the total square footage of all occupied condominium units, which shall be a maximum of _____ square feet, unless otherwise provided herein.

B. Lessor hereby demises and leases to Lessee and Lessee hereby hires from Lessor that certain premises situate in the _____ in _____, Pennsylvania, known as Condominium Unit #_____ calculated as _____ square feet, more or less, together with the nonexclusive right to use any and all Common Elements appurtenant thereto.

C. The parties hereby mutually covenant and agree that the Premises is accepted in its existing condition as of the date of execution of this Lease subject to Exhibit "B" attached. Lessee warrants that, prior to the execution of this Lease, it has (or will) completely inspected the Premises and accepts same in the condition existing at the date of execution thereof.

2. Term.

A. The parties acknowledge that Lessor shall activate the building and certain improvements on the premises. The parties agree that the building and improvements on the premises will be constructed substantially as set forth in Exhibit "A" attached hereto.

The term of this Lease shall be _____ (____) years beginning:

(i) _____ and terminating _____;
or

(ii) Ten (10) days after Lessor notifies Lessee in writing that the premises is ready for occupancy; or

(iii) The date on which Lessee shall occupy the premises, whichever of said dates occurs first. Lessor and Lessee agree to execute a declaration upon Lessee's occupancy of the premises setting forth the beginning date and ending date of the term. For the purposes of this Lease the date of commencement of the term of the Lease shall be termed "Lease Commencement Date". For the purposes of this Lease the date of termination of this Lease shall be termed "Lease Termination Date".

B. Lessor shall not be liable to Lessee in any respect in the event that Lessor is unable to deliver possession of the premises to Lessee, provided Lessee shall not be required to pay rent and additional rent until such time as Lessor delivers possession and during the period that Lessor is unable to give possession, all rights and remedies of both parties hereunder shall be suspended, and if Lessor is unable for any reason to give possession of the Demised Premises within thirty (30) days of Lessee's written demand therefore, following commencement of the term hereof, Lessee shall have the option, by notice to Lessor, to cancel this Lease Agreement and receive return of any prepaid rents and security deposit if full and final settlement of any and all claims against Lessor.

3. Minimum Rent.

The minimum annual rent payable by Lessee to Lessor shall be _____ and ____/xx Dollars (\$_____)

for the first year; _____ and ____/xx Dollars (\$_____) for the second year; _____ and ____/xx Dollars (\$_____) for the third year; _____ and ____/xx Dollars (\$_____) for the fourth year; and _____ and ____/xx Dollars (\$_____) for the fifth year; in sums of _____ and ____/xx Dollars (\$_____) per month for the first year; _____ and ____/xx Dollars (\$_____) for the second year; _____ and ____/xx Dollars (\$_____) for the third year; _____ and ____/xx Dollars (\$_____) for the fourth year; and _____ and ____/xx Dollars (\$_____) for the fifth year; on the first day of each month, lawful money of the United States of America, payable in advance during the said term of this Lease, rent to begin from the Lease Commencement Date, the first installment to be paid at the time of signing this Lease. The first and last rental payments to be made after the Lease Commencement Date shall be adjusted to pro rate a partial month of occupancy, if any, at the inception and termination of the term of this Lease.

4. Additional Rent.

As additional rent hereunder, Lessee shall pay Lessor the following on or before the date such additional payment shall become due (which shall be ten (10) days after the posted date of any bill):

A. Any and all sums which may become due by reason of the failure of Lessee to comply with all of the covenants of this Lease and any and all damages, costs and expenses which the Lessor may suffer or incur by reason of any default of the Lessee or failure on his part to comply with the covenants of this Lease and each of them, and also any and all damages to the demised premises caused by any act or neglect of the Lessee.

B. Real Estate Taxes. All real estate taxes and water and sewer rents, unless such water and sewer rents are billed based on consumption, or as otherwise provided in paragraphs 5 and 37 of this Lease (hereinafter called "real estate taxes") assessed or imposed upon, or allocable to the Demised Premises and/or the building of which the Demised Premises is a part during the term of this Lease. The amount due hereunder on account of such real estate taxes shall be apportioned for that part of the first and last calendar years covered by the term hereof as regards to county and township real estate taxes and for that part of the first and last July 1st fiscal years covered by the term hereof, regarding school real estate taxes. Lessee shall, within ten (10) days of the posted date of a bill, reimburse Lessor for all real estate taxes assessed or imposed upon the Premises.

(i) Upon execution of this Lease, or within ten (10) days of the posted date of a bill therefore, Lessee shall pay Lessor the pro rated portion of all real estate taxes assessed or imposed against the Premises for periods of the term hereof included within bills for taxes received by Lessor prior to the date of execution of this Lease.

(ii) Notwithstanding anything above to the contrary, Lessee shall also pay to Lessor concurrently with installments of minimum monthly rental, installments on account of the annual real estate taxes and annual insurance premiums, as defined in Paragraph 7 of this Lease, assessed against or allocable to the Premises in an amount which shall be the product of the

number of square feet of the Premises leased to Lessee multiplied by Two Cents (\$.02) per square foot for real estate taxes and _____ Cents (\$.__) per square foot for insurance premiums to permit Lessor to pay said taxes and Insurance premiums as and when they become due. This additional rental may be subsequently adjusted by Lessor to accurately reflect actual real estate taxes and insurance premiums. Should the sums paid by Lessee to Lessor on account of real estate taxes and insurance premiums not be sufficient to cover the assessed taxes and insurance premiums on the Premises at the time of presentation of said real estate tax bill and insurance premium bill to Lessee by Lessor, Lessee shall pay to Lessor, within ten (10) days of posted date of said bills from Lessor, the amount which is necessary to pay the full amount of said bills. Such amounts shall be held by or transmitted to any Mortgagee requiring such payments and applied on account of the real estate taxes and insurance premiums as and when payments therefore are due.

(iii) If the amount of real estate taxes and insurance premiums paid by Lessee during any Lease year (meaning each consecutive twelve month period following the Lease Commencement Date) exceeds the actual amount due and owing on account of real estate taxes and insurance premiums during said Lease year, the excess shall be refunded to Lessee by Lessor on an annual basis. Lessee hereby authorizes Lessor in its sole discretion to apply amounts otherwise earmarked for tax and insurance escrow purposes by Lessee toward payment of arrearages on minimum and additional rents owed to Lessor.

(iv) Lessee at all times shall be responsible for and shall pay before delinquency, all municipal, county, state or federal taxes (including water and sewer rents or charges) assessed against any leasehold interest or any personal property of any kind, owned, installed, or used by Lessee. Lessee shall pay all business privilege, mercantile, or occupational taxes and all other nuisance taxes levied against Lessee for the premises or arising by virtue of Lessee's use and occupancy thereof (including any taxes on Lessee's payment of rent to Lessor). In the event Lessor transfers or assigns its interest in this Lease, Lessor shall have the right to pay the balance of such amounts then in its possession to the transferees or assignees and Lessor shall thereupon be completely released from any liability with respect to such amounts.

(v) After written notice to Lessor, Lessee at its own expense, may contest by appropriate legal proceedings promptly instituted and thereafter conducted in good faith and with due diligence, the amount or validity, in whole or in part, of any real estate taxes; provided Lessee shall have deposited with Lessor such security for payment of the contested taxes with interest and penalties as may be required by Lessor.

C. Assessments for Common Expenses. All invoices and assessments for common expenses which may, from time to time, be levied by the Arsenal Business Center Association (the "Association") upon the Premises. All such assessments shall be allocated to the Premises on a Pro Rata Basis, with the exception that expenses related to Common Elements associated with a specific building, or buildings, will be allocated only to tenants of that building, or buildings, in proportions equal to a fraction, the numerator of which is the total square footage of the demised premises and the denominator of which shall be the total square footage of the occupied condominium units in the building, or buildings.

The term "common expenses" shall include, without limitation, the following expenses: Maintenance and repair of all common elements, including but not limited to driveways, sidewalks, non-structural

components of the premises and green areas, (except as otherwise provided in paragraph 6B hereof); rubbish and garbage removal; the cost of general liability insurance, and the cost of all-risk property insurance covering both the common elements and all units in the Arsenal Business Center; the costs incurred in policing and inspecting the common elements, maintaining security protection for the common elements which the Association deems to be reasonable, necessary and appropriate and expenses related thereto; the costs of maintenance of on-site holding tanks or on-site sanitary sewage facilities maintained by the Association, if applicable; the costs of maintaining the sanitary and storm sewer lines, the costs of maintaining the water lines, the fire hydrant system and excess water charges relating to the operations of the water and fire hydrant systems; and the costs of professional services incurred for the benefit of the Association and any other costs incurred for the operation of the common elements for the benefit of the Association. Provided, however, that the costs of sewage disposal shall be paid by the Lessee in accordance with the terms set forth in Paragraph 5 hereinbelow.

(i) Notwithstanding anything contained herein to the contrary, Lessee shall be responsible for any increase in said all-risk insurance premiums, if said increase is caused by any act or neglect of Lessee or the nature of Lessee's business. Lessee shall not be responsible for any increase in said premiums, if said increase is caused by any act or neglect or by the nature of any business of any other tenant or unit owner in the Arsenal Business Center other than that of Lessee.

D. Delinquent Payments. If Lessee shall fail to make payments of rent or other cash payments due to Lessor within the time periods prescribed in the Lease hereinabove, Lessee shall pay to Lessor interest from the end of the payment period as prescribed for each period hereinabove to the date of Lessor's receipt of such payments an interest rate of Five Hundred (500) basis points above the prime interest rate charged during the time of said delinquency at Meridian Bank, Reading, Pennsylvania or its successor institution. Payment period for rent shall be as defined under Paragraph 3. hereinabove and payment period for all items shall be defined as ten (10) days from the date of said invoice.

E. Real Estate Brokers. The parties warrant to one another that neither party was introduced to the other through the intervention of a real estate broker except Albert M. Greenfield Co. In the event commissions are claimed by any other real estate broker claiming to have introduced Lessee to Lessor or claiming to be the efficient, procuring cause of this Lease, all of said commission shall be paid by Lessee and Lessor shall not be responsible in any event whatsoever for the payment of commissions to real estate brokers regarding any Lease or sale of the Premises.

5. Utilities.

Lessee shall heat the Premises at its own expense and shall also pay all charges of utility companies or public authorities for electricity, gas, telephone, water, steam, sewer service or other services or utilities furnished to the Premises. No payment by Lessee shall be less than the minimum fee per user charged by any and all utility companies. Under no circumstances shall Lessor be required to furnish any utilities or any other service of any kind to the Premises or any part thereof, with the exception of sewer service where the Premises is not served by public sewer service and is served by a holding tank or on-site sanitary sewage disposal system, Lessee shall pay the costs of same on a Pro Rata Basis, based upon a fraction, the numerator of which shall equal Lessee's total water usage for the billing

period, and the denominator of which shall equal the total volume of all water usage for the billing period of all owners and/or occupiers of the building, or buildings, of which the Premises forms a part. In the event that utility service is furnished by Lessor, Lessee agrees to pay for such service at the rates charged by Lessor as permitted by the PUC or other applicable regulatory agencies, but such rates shall be no less than those charged by the public utility company servicing the area as if said public utility was furnishing the service, and said charges shall be due and payable by Lessee within ten (10) days of the posted date of the bill presented by Lessor or its agent.

6. Repairs.

A. Except as set forth in Paragraph 6.B. hereof or otherwise set forth herein, Lessee shall be responsible for all maintenance to the Premises and, at Lessee's sole expense, shall keep the premises clean and free from all ashes, dirt and other refuse matter; replace all broken glass windows, doors, etc.; keep all waste and drain pipes open; repair all damage to plumbing and to the premises in general; keep the same in good order and repair as they are now, reasonable wear and tear and damage by fire or other casualty alone excepted. The Lessee agrees to surrender the Demised Premises in the same condition in which Lessee has herein agreed to keep the same during the continuance of this Lease. Lessor and/or the Association shall be responsible only for the maintenance of the common elements, including the roof and structural portions of the Premises, not arising from the act or neglect of Lessee, its agents, servants and business invitees, in accordance with the provisions of Paragraph 6B hereinbelow. The cost of all such maintenance of the common elements, except as provided in Paragraph 6B hereof, will be paid by the Lessee in accordance with the provisions of Paragraph 4C hereinabove.

(i) With respect to the air conditioning and heating systems, if such shall exist, Lessee agrees that it shall, at its own cost and expense, be required to maintain the air conditioning and heating systems in good operating condition at its own cost and expense during the term of this Lease, including any renewals or extensions thereof, and Lessee shall install such systems subject to Lessor's absolute approval and enter into and pay for a service/labor contract with O'Reilly and Associates of Chestnut Hill, or any reputable air conditioning and heating contractor, beginning immediately after the original installation of the heating and air conditioning system, which contracts shall continue during the terms of this Lease or any renewal thereof and will be subject to the approval of Lessor. Failure of Lessee to enter such contract shall be construed as a default under the terms of this Lease. In addition to any rights or remedies which Lessor may have as set forth in this Lease to cure such default, Lessor shall have the right to enter into such maintenance contracts as required hereunder and Lessee shall reimburse Lessor for the cost of such contracts plus Twenty-One Percent (21%) for service charges thereon within ten (10) days of receipt of such bill. A copy of said service/labor contract shall be deposited with Lessor within ten (10) days after the date on which procurement of said service/labor contract shall be required under the terms hereof.

(ii) In the performance of its obligation to repair and maintain the Premises as set forth above, Lessee at Lessee's sole cost and expense, shall make all necessary or appropriate repairs, replacements, renewals, and additions, nonstructural, ordinary and extraordinary, foreseen and unforeseen, required to keep and maintain the Premises and all systems, equipment and apparatus appurtenant thereto or used in connection therewith in good order and condition. Any repairs, replacements, renewals, and additions,

and any labor performed or materials furnished in, on or about the Premises shall be performed and furnished by Lessee in strict compliance with all applicable laws, regulations, ordinances and requirements of all duly constituted municipal authorities or other governmental bodies having jurisdiction over the Premises and the requirements of any board of underwriters having jurisdiction thereover. All material used to repair, replace and renew shall be of equal quality to replaced material in the Premises and meet the same specifications of replaced material. Prior to commencement of any work or the ordering of any material, Lessee shall prepare and file with the Prothonotary of Philadelphia County, at Lessee's sole cost and expense, a waiver of mechanics' lien, in form acceptable to Lessor, which shall be executed by all contractors and subcontractors who are to perform work on the Premises; Lessee shall present to Lessor, prior to the commencement of work, a time-stamped copy of said waiver as filed with the Prothonotary.

(iii) Lessee shall not make any holes in office partitioning walls nor use any tacks or hanging devices which require holes in the walls. All materials which are attached to the office partitioning walls must be attached by self-adhering hanging devices which can be removed without damage to the walls. Any repairs necessitated by holes or marks on the walls will be billed directly to the Lessee by Lessor during the term of this Lease or after termination of this Lease and shall be paid within ten (10) days of receipt of said bill.

B. Roof, Structural Repairs, Other Common Elements. Upon receipt of written notice, certified mail, return receipt requested, to Mark Hankin, personally, as the authorized representative of Lessor, from Lessee, the Association agrees to proceed with due diligence to repair any leaks in the roof, or make any repairs to the structural walls, foundation and other structural portions of the herein Demised Premises or the building of which the Demised Premises is a part or to the other common elements, provided such repairs are not made necessary by the neglect or willful abuse of Lessee. In no event shall Lessor be liable to Lessee for any consequential damages of Lessee, including but not limited to any loss or damage to Lessee's goods or any other property due to or alleged to be due to any leaks from said roof and/or damage caused by failure to make necessary repairs to the roof or structural portions of the building or to the other common elements of the Demised Premises during the term of this Lease or any renewal thereof. Should Lessor and Association, after being given notice in writing, certified mail, return receipt requested, to Mark Hankin, personally, as the authorized representative of Lessor, as provided for by this Lease to make required repairs, not commence same within ten (10) days of receipt of said notice (unless more time is required due to weather conditions), Lessee shall have the right to proceed with said repairs, upon prior written notice to Lessor and Association in compliance with the rules and regulations of the Association, at a reasonable cost. LESSEE MUST NOTIFY MARK HANKIN, PERSONALLY, AS AUTHORIZED REPRESENTATIVE OF LESSOR, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OF WHAT IT BELIEVES TO BE ANY MATERIAL BREACH OF THIS LEASE. FAILURE TO DO SO CONSTITUTES A WAIVER OF CLAIM AGAINST LESSOR FOR THAT BREACH. Lessor shall cause the Association to repay Lessee the reasonable costs of said repairs, but Lessee may not set off the amount of such costs against any rent due to Lessor or fees or charges due to Association pursuant to the terms of this Lease.

C. Repairs. Lessee is required to make all complaints in writing, certified mail, return receipt requested to Mark Hankin, personally, as authorized representative of Lessor, or assert any allegations of breach of

the Lease in writing, certified mail, return receipt requested to Mark Hankin, personally, as authorized representative of Lessor, within thirty (30) days of the alleged occurrence.

D. In the event of failure of Lessee to promptly perform the maintenance and repairs to the Premises required hereunder, or in the event Lessee shall request Lessor to perform items of maintenance or repair or make improvements to Premises, Lessor and/or the Association, at its sole option, may without prior notification to Lessee, enter the Premises and perform such repairs, the cost thereof together with twenty-one percent (21%) overhead to be charged by Lessor to Lessee as additional and delinquent rent, which shall be paid within ten (10) days of the posted date of the bill thereof.

7. Insurance.

A. During the term of this Lease, Association shall keep all condominium units and common elements (including the Premises) insured against loss or damage from all risks, including fire and extended coverage, water damage, flood damage, if required. Such insurance shall be maintained for the full and fair replacement value (as may be revised by the Association from time to time) of all condominium units and common elements, and shall be maintained with such companies as Association may select with the approval of Lessor having a rating with Best's Rating Guide of a minimum "A" policy holders rating and "X" financial rating. Such policies of insurance shall be made and taken out in the name of the Association and/or Lessor (and any industrial development authority and other appropriate parties designated by Lessor as additional insured) with loss thereunder payable to Lessor or any mortgagee of Lessor as their interests may appear as Lessor shall direct.

B. During the entire term hereof, Association shall procure and maintain general liability insurance covering all the common elements as defined both in the Declaration of Condominium of the (the "Declaration") and in the Pennsylvania Uniform Condominium Act, with minimum limits of liability with respect to personal injury of One Million Dollars (\$1,000,000.00) for each occurrence, Two Million Dollars (\$2,000,000.00) for each policy aggregate, with contingent liability coverage in an amount not less than One Million Dollars (\$1,000,000.00) in favor of Lessor, Philadelphia Industrial Development Corporation, the Association, any mortgagee of record and other appropriate parties designated by Lessor as their interests may appear. Such insurance shall be maintained with such companies and in such amounts as the Association may from time to time designate, all such companies to be of the same financial rating as required in Paragraph 7A hereinabove.

C. The premiums for such insurance as set forth in Subparagraphs A. and B. hereinabove, shall be paid by Lessee, on a pro rata square footage basis, in accordance with the terms set forth in Paragraph 4C hereof.

D. Lessee further agrees to reimburse Lessor for the cost of a rent insurance policy, with an insurance company having a rating with Best's Rating Guide of a minimum "A" policy holder's rating and "X" financial rating, in effect for the entire term of this Lease and any renewal term or extensions thereof, in an amount sufficient to cover all rentals on a fully gross basis prescribed by this Lease for a duration of not less than six (6) months.

E. Throughout the term hereof, and any and all renewal terms,

it shall be the responsibility of Lessee to maintain and procure, at Lessee's sole expense: (i) insurance covering all improvements, fixtures, betterments, and other personal property situate within or about the Premises, and (ii) general liability insurance covering the Premises specifically insuring the condominium unit leased to Lessee and including all operations necessary or incidental thereto, and naming the Lessor, the Association, Philadelphia Industrial Development Corporation, Mark Hankin, Michael E. Markovitz, Arsenal Associates, Hankin Management Company, Hankin Management 10%, Mellon Bank, Arsenal Construction Management, Inc., Arsenal, Inc. and any mortgagee of record as additional insureds, as their interests may appear. Such insurance shall be placed with an insurance company having a rating with Best's Rating Guide of a minimum "A" policy holder's rating and "X" financial rating and with minimum limits of liability with respect to personal injury of \$500,000.00 for each occurrence, \$1,000,000.00 for each policy aggregate. In addition, Lessee shall provide Lessor with a Certificate or Certificates of the insurers with whom such insurance is in force and effect and such Certificate or Certificates shall contain a provision that such policy may not be canceled unless the Lessor is notified at least thirty (30) days prior to cancellation, and at least thirty (30) days prior to the expiration of said policy. The Lessee shall furnish the Lessor with evidence satisfactory to Lessor that the policy has been renewed or replaced. Lessee's failure to observe the provisions of this paragraph regarding insurance shall constitute default under the terms of this Lease. Lessee further agrees to defend and hold harmless the Lessor, the Association, Philadelphia Industrial Development Corporation, Mark Hankin, Michael E. Markovitz, Arsenal Associates, Hankin Management Company, Hankin Management 10%, Mellon Bank, Arsenal Construction Management, Inc., Arsenal, Inc., any mortgagee of record and other appropriate parties designated by Lessor from and against any and all claims for loss or damage to property or personal injury occurring within and about the condominium unit leased by Lessee.

8. Destruction of Premises.

A. Total Destruction of Premises. In the event the Premises are totally destroyed or so damaged by fire or other casualty that in Lessor's opinion the same cannot be repaired and restored within one hundred eighty (180) days from the happening of such casualty, this Lease shall absolutely cease and terminate and the rent shall abate for the balance of the term. Nothing contained herein shall be construed to affect Lessor's right to collect the proceeds of rental value insurance on the Premises.

B. Partial Destruction of Premises. If the damage be only partial and such that the Premises can be restored, in Lessor's opinion, to approximately their former condition within one hundred eighty (180) days from the date of the casualty loss, Lessor may, at its sole option, restore the same with reasonable promptness, reserving the right to enter upon the Premises for that purpose. Lessor also reserves the right for Association and itself to enter upon the Premises whenever necessary to repair damage caused by fire or other casualty to the building of which the Demised Premises is a part if the building is a single tenant or a multi-tenant building, even though the effect of such entry is to render the Premises or part thereof untenable. In either event, the rent shall be apportioned and suspended during the term Lessor is in possession, taking into account the portion of the Demised Premises rendered untenable and the duration of said possession. Nothing contained herein shall affect or limit Lessor's right to collect the proceeds of any rental value insurance on the Premises. If a dispute arises as to the amount of rent due under the clause, Lessee agrees to pay the full amount claimed by Lessor, but Lessee shall have the right to

proceed by law to recover the alleged excess payment, if any.

C. Lessor shall make such election to repair the Premises or terminate this Lease by giving notice thereof to Lessee at the Leased Premises within thirty (30) days from the day Lessor and/or Association receives written notice from Lessee that the Premises has been destroyed or damaged by fire or other casualty.

D. Lessor shall not be liable for any damage, compensation or claim by reason of the necessity of repairing any portion of the Premises, the interruption of the use of the Premises, any inconvenience or annoyance arising as a result of such repairs or interruption or the termination of this Lease by reason of damage or destruction of the Premises or any part thereof.

9. Condemnation.

A. Total Condemnation. In the event the entire Premises are taken or condemned by any public or quasi-public authority exercising the right of eminent domain, this Lease shall terminate as of the date the condemning authority takes possession of the Premises, with the same force and effect as though such date were the date fixed herein for expiration of the term. The entire amount of any award for such taking shall belong to the Lessor, Lessee hereby expressly waiving any and all claims or rights to any portion of such award. Lessee may separately pursue with the condemning authority, its own claim for moving expenses, damages for business interruption or damages to Lessee's personal property.

B. Partial Condemnation. In the event that a portion of the Premises, but less than the entire Premises is taken or condemned for a public or quasi-public use, the minimum annual rental herein shall abate equitably in proportion to the square footage of the interior floor area of the Demised Premises condemned as of the date on which the condemning authority shall take possession of the condemned property.

10. Use and Compliance with Regulations. Lessee hereby covenants and agrees that it will at no time use the Premises for any other use or purpose than _____ use. Lessee further agrees that it will at no time use the Premises in any manner which may be deemed a violation of any municipal (including, but not limited to, municipal authorities, regulatory agencies and water and sewer authorities), state or federal law or regulations. Lessee shall comply at its sole cost and expense with any and all municipal, state and federal regulations or laws covering Lessee's occupancy and/or any additional installations, other than those specifically provided in this Lease which may be required, including, but not limited to, full compliance with the Americans with Disabilities Act. Lessee shall also comply at its sole cost and expense with any and all rules and regulations promulgated by the Association with respect to the _____. In the event the installation of a sprinkler system, an emergency lighting system and/or a fire alarm system are necessitated by any governmental body for issuance of a building permit and/or occupancy permit for the Premises, the actual cost for providing and installing the system shall be paid by Lessee to Lessor within ten (10) days of the posted date of a bill therefore. Twenty-One Percent (21%) of the cost thereof shall be paid prior to the commencement of any work and the balance shall be escrowed by Lessee in a manner acceptable to Lessor. Lessor shall not be responsible for obtaining occupancy or other permits for Lessee. Responsibility for obtaining all necessary occupancy or other permits shall be the obligation of Lessee, but Lessor shall provide all reasonable

non-financial assistance to Lessee.

Lessee further agrees that it will use every reasonable precaution against fire; peaceably deliver up and surrender possession of the Demised Premises to the Lessor at the expiration or sooner termination of this Lease promptly delivering to Lessor at Lessor's office all keys for the Demised Premises; and give to Lessor prompt written notice of any accident, fire, or damage occurring on or to the Demised Premises.

Lessee further covenants and agrees that it will not, without first obtaining the consent, in writing of Lessor, which consent Lessor shall not unreasonably withhold and without providing Lessor with reimbursement for any expenses incurred or incidental to Lessee's proposed action, do or suffer to be done, any act, matter or thing objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Demised Premises, or any part thereof, or on the building of which the Demised Premises may be a part, shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the date of execution of this Lease, or employ any person or persons objectionable to the fire insurance companies or carry or have any benzine or explosive matter of any kind in and about the Demised Premises. In case of a breach of this covenant (in addition to all other remedies given to Lessor in case of the breach of any of the conditions or covenants of this lease) Lessee agrees to pay to Lessor as additional rent any and all increase or increases of premiums on insurance carried by Lessor on the Demised Premises, or any part thereof, or on the building of which the Demised Premises may be a part, caused in any way by the occupancy of Lessee.

11. Indemnification. Lessor shall not be responsible for and is hereby relieved from all liability or any damage, expense, cause of action, suits, demands, judgments and claims of any nature whatsoever, arising from or by reason of any injury to any person or persons or any damage to any property which may arise from any cause (including without limitation thereto, negligence of Lessor or its agents, servants or employees) or from present or future structural defects or other conditions in, on or about the Premises or any part thereof or any sidewalks, streets, driveways, railroad sidings, right of way or roadways, adjacent thereto, or in any manner growing out of or connected with the use and occupancy of the Premises or any part thereof by Lessee or any other party during the term of this Lease or any renewal or extension thereof, or any failure of Lessee or Lessor to strictly perform and observe the terms and conditions of this Lease. Lessee hereby accepts and assumes such liability and agrees to protect, indemnify and save harmless Lessor, the Association, Philadelphia Industrial Development Corporation and any mortgagee of record from and against all of the aforesaid.

12. Assignment and Subletting. Lessee covenants and agrees that it will not, without first obtaining the consent, in writing of Lessor, which consent may be withheld for any reason whatsoever, and without providing Lessor with reimbursement for any expenses incurred or incidental to Lessee's proposed action, assign, mortgage or pledge this Lease or under-let or sub-lease the Demised Premises, or any part thereof, nor shall any assignee or sub-lessee assign, mortgage or pledge this Lease or such sub-lease, without an additional written consent by the Lessor, and without such consent no such assignment, mortgage or pledge shall be valid. If the Lessee becomes insolvent, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy is filed by or against the Lessee or a bill in equity or other proceeding for the appointment of a receiver for the Lessee is filed, or if the real or personal property of the Lessee shall be sold or levied upon

by any Sheriff, Marshall or Constable, the same shall be a violation of this covenant. Should the Lessor consent in writing to any such assignment or subletting, the business of the assignee or the sublessee shall be no more hazardous than that of Lessee's present business and shall comply with the zoning and all other governmental regulations and regulations of insurance underwriters. Provided, however, Lessee shall not be relieved of any liability or responsibility under the terms of this Lease by reason of such assignment or subletting.

13. Waiver of Subrogation. Lessor and Lessee hereby agree that all insurance policies which each of them shall carry to insure the Premises and the contents therein against casualty loss and all liability policies which they shall carry pertaining to the use and occupancy of the Premises shall contain waivers of the right of subrogation against Lessor, the Association, Philadelphia Industrial Development Corporation, and any mortgagee of record and Lessee herein, their heirs, administrators, successors and assigns.

14. Security Deposit. Lessee shall deposit with Lessor upon execution hereof, the sum of _____ and ____/xx Dollars (\$_____) as security for Lessee's faithful performance of Lessee's obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Lessor may become obligated by reason of Lessee's default, or to compensate Lessor for any loss or damage which Lessor may suffer thereby. If Lessor so uses or applies all or any portion of said deposit, Lessee shall, within ten (10) days after written demand thereof, deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated and Lessee's failure to do so shall be a material breach of this Lease. Lessor shall not be required to keep said deposit separate from its general accounts. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor, shall be returned without payment of interest or other increment for its use to Lessee (or at Lessor's option, to the last assignee, if any, of Lessee's interest hereunder) and after Lessee has vacated the Premises. No trust relationship is created between Lessor and Lessee with respect to said Security Deposit.

15. Inspection - Access. Lessor and/or Association may, at all reasonable times, by itself or its duly authorized agents, go upon and inspect the Premise and every part thereof and/or at their option to make repairs, alterations, and additions to the Premises or the building of which the Premise is a part. Provided, however, that Lessor and/or Association agree that they will not enter upon the Premise for repairs except during normal business hours unless said repairs are of an emergency nature.

16. Rights of Transferee or Assignee. All rights granted to Lessor hereunder may be exercised by any transferee or assignee of Lessor's right, title and interest in this Lease in his, her, or its own name, any statute, rule of court, custom or practice to the contrary notwithstanding. In addition, upon such assignment, Lessor may pay over any security deposit hereunder to said transferee or assignee and upon said payment, all obligations of Lessor to Lessee pertaining to said security deposit shall terminate. In addition, upon assignment or transfer of Lessor's interest herein to an Assignee or a Transferee, any obligations of Lessor hereunder shall cease and terminate and said Assignee or Transferee shall be responsible therefore to Lessee.

17. Restriction on Floor and Wall Loads and Machinery.

Lessee shall not place any weight upon any floor or wall of the Premises which is greater than the floor load per square foot or wall load per square foot respectively, which such floor or wall, respectively, was designed to bear and which is permitted by law. In no event shall Lessee place any weight upon any portion of the Premises beyond the safe carrying capacity of the structure. Lessee shall not use or operate any machinery that, in Lessor's sole opinion, is harmful to the building or disturbing to other Unit Owners or occupants of the other Units.

18. Signs.

A. Lessee may erect reasonable signs which shall not detract from the appearance of, or cause any damage to, the Premises, the building of which the Premises is a part, the _____, and the surrounding environment, having first obtained Lessor's and Associations' written permission as to the location, installation and appearance of said signage. Lessee shall conform, at its sole cost and expense, with all governmental and Association rules and regulations with respect to Lessee's signs and in no event shall Lessee's signs exceed the agreed percentage of the sign area permitted by said regulations on a Pro Rata Basis. In addition, Lessee shall erect no signs on the Premises which will in any way damage, injure or lessen the physical or structural integrity of the roof or structure of the Premises or the building of which the Premises is a part. With respect to Lessee's signs, Lessee will save Lessor harmless from any mechanic's liens claims or claims for personal injury or property damage arising from the erection, provision, installation, maintenance or removal of said signs. At the termination of this Lease, Lessee shall remove all signs and shall restore the Premises to its original good condition, without any allowance for wear and tear, at Lessee's sole cost and expense.

B. Lessor agrees to cause the erection of a directory-type sign on the lot of which the Premises is a part at a location to be selected by Lessor and Lessee shall reimburse Lessor for the cost thereof in proportion to the area which Lessee's portion of said sign bears to total sign area plus One Hundred Twenty-One Percent (121%) of the cost of placing Lessee's name on the sign.

C. The above notwithstanding, Lessor and/or Association may at their sole discretion require that Lessee conform to a standard sign design for the condominium development. Lessee shall be required to use the design requirements of Lessor and/or Association and to use the contractor designated by them. All other terms of this Paragraph shall remain in full force and effect.

D. In addition, Lessor may require the installation of individual wall plaque signs at the loading dock area of the premises. The cost of said signs to be paid by Lessee to Lessor.

19. Quiet Enjoyment. Notwithstanding anything herein contained to the contrary, Lessee's possession will not be interfered with by any person claiming by, through or under Lessor or by any successor of Lessor so long as Lessee complies with the terms of this Lease and is not in default hereunder.

20. Events of Default - Remedies.

A. Notwithstanding anything in this paragraph or elsewhere

contained to the contrary, Lessor agrees that Lessor will not exercise any right or remedy provided for in this Lease or allowed by law, because of any default of Lessee, unless Lessor shall first have given written notice thereof to Lessee and (i) within a period of ten (10) days thereafter, Lessee shall have failed to pay the sum or sums due if the default consists of the failure to pay money, or (ii) if said default shall consist of anything other than the failure to pay the sum or sums due hereunder, Lessee shall have failed within the period of twenty (20) days after notice from Lessor to have cured said default, except that if such default cannot be cured within said twenty (20) days, Lessee shall only be in default if Lessee shall have failed to begin and actively and diligently in good faith proceed with the correction of the default until it shall be fully corrected not later than sixty (60) days after such notice; provided, further however, that no such notice from Lessor shall be required if Lessee shall have removed from, shall manifest an intention to remove from, or shall be in the course of removing from the Premises, or if a Petition in Bankruptcy or for reorganization shall have been filed by or against the Lessee resulting in an adjudication of bankruptcy, or for reorganization, or if a receiver or trustee is appointed for Lessee and such appointment and such receivership or trusteeship is not terminated within sixty (60) days, or if Lessee makes an assignment for the benefit of creditors, or if Lessee is levied upon and is about to be sold out upon the Premises by any sheriff, marshal, or constable; provided, further however, that Lessor shall not be required to give any notice called for by this Paragraph of the Lease more than two (2) times within any twelve (12) month period commencing on the Lease Commencement Date or any Anniversary Date thereafter.

B. The following events or any one or more of them shall be events of default under this Lease:

(i) Lessee shall fail to pay when due under the terms of this Lease any and all installments of rent and/or any additional rents, charges, or payment herein reserved, included, or agreed to be treated or collected as rent and/or any other charge, expense, or cost herein agreed to be paid by the Lessee; or

(ii) Lessee shall violate or fail to perform or comply with or otherwise break any of the other terms, covenants, agreements or conditions hereof; or

(iii) Lessee vacates the Demised Premises, removes or attempts to remove or manifests an intention to remove any goods or property therefrom otherwise than in the ordinary and usual course of business without having first paid and satisfied the Lessor in full for all rent and other charges then due or that may thereafter become due until the expiration of the then current term, above mentioned; or

(iv) Lessee becomes insolvent, or makes an assignment for the benefit of creditors, or, if a petition in bankruptcy is filed by or against Lessee or a complaint in equity or other proceedings for the appointment of a receiver, trustee, or liquidator for Lessee is filed, or if proceedings for reorganization or for composition with creditors under any State or Federal law be instituted by or against Lessee, or if the real or personal property of Lessee shall be levied upon or be sold, or if for any other reason Lessor shall, in good faith, believe that Lessee's ability to comply with the covenants of this Lease, including the prompt payment of rent hereunder, is or may become impaired; or

(v) If within sixty (60) days after the commencement of any proceedings against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation or dissolution or similar relief under any present or future statute, law, or regulation, such proceedings shall not have been dismissed or, if, within sixty (60) days after the appointment without the consent or acquiescence of Lessee of any trustee, receiver or liquidator of Lessee any material part of properties, such appointment shall not have been vacated.

C. In the event of any such event of default (regardless of the pendency of any proceeding which has or might have the effect of preventing Lessee from complying with the terms of this Lease) Lessor at any time thereafter may exercise any one or more of the following remedies:

(i) Exclusion. Lessor may change the locks on the Premises and exclude Lessee, its servants and employees from the right to occupy the Premises. Such action may be taken without prior notice to Lessee and Lessee hereby releases Lessor from any liability for any damages sustained by Lessee or its property arising from said changing of locks and exclusion from the Premises and Lessee hereby agrees to indemnify and save Lessor harmless from any such liability. In addition, rent shall not abate during the period of said exclusion.

(ii) Termination of Lease. Lessor may terminate this Lease without any right by Lessee to reinstate its rights by payment of rent due or other performance of the terms and conditions hereof. Upon such termination, the whole balance of rent and other charges, payments, taxes, costs and expenses herein agreed to be paid by Lessee shall be accelerated and shall be deemed to be due and payable and in arrears as if by the terms and provisions of this Lease said balance of rent and other charges, payments, taxes, costs and expenses were on that date, payable in advance. Furthermore, Lessee shall immediately surrender possession of the Premise to Lessor.

(iii) Reletting. With or without terminating this Lease, as Lessor may elect, Lessor may re-enter and repossess the Premise or any part thereof, and Lease them to any other person upon such terms as Lessor shall deem reasonable for a term within or beyond the term of this Lease; provided, that any such reletting prior to termination shall be for the account of Lessee, and Lessee shall remain liable for:

a. All minimum rent, additional rent and other sums which would be payable under this Lease by Lessee in the absence of such expiration, termination or repossession, less:

b. The net proceeds, if any, of any reletting effective for the account of Lessee after deducting from such proceeds without limitation, all repossession costs, brokers' commissions, watchmans' fees, reasonable attorneys' fees and expenses, employees expenses, reasonable alteration costs and expenses of preparation for such reletting.

If the Premises are, at the time of default, sublet or leased by Lessee to others, Lessor may, at Lessor's option, either terminate said sublease or, as Lessee's agent, collect rents due from any subtenant or other tenant and apply such rents to the rent and other obligations due hereunder without in any way affecting Lessee's obligation to pay any unpaid balance of rent due hereunder. Such agency, being given for security, is hereby declared to be irrevocable.

(iv) Acceleration of Rent. Lessor may declare all rent and all items of additional rent for the entire balance of the then current term immediately due and payable, together with all other charges, payments, taxes, costs and expenses payable by Lessee as though such amounts were payable in advance on the date of the event of default occurred.

D. No expiration or termination of this Lease term pursuant to subparagraph C(ii) above, or by operation of law or otherwise (except as expressly provided herein), and no repossession of the Premises or any part thereof, or exclusion of Lessee from the Premises pursuant to Subparagraph C above, or otherwise shall relieve Lessee of its liabilities and obligations hereunder, all of which shall survive such exclusion, expiration, termination or repossession and Lessor may, at its option, bring suit in any court of competent jurisdiction, or demand arbitration in accordance with Paragraph 38.A. hereof and collect rent and other charges due hereunder at any time and from time to time as and when such charges accrue.

E. With respect to any portion of the Premises which is vacant or which is not physically occupied by Lessee, Lessor may remove all persons and property therefrom and store such property in a public warehouse or elsewhere at the cost of and for the account of Lessee, without service of notice or resort to legal process (all of which Lessee expressly waives) and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. Lessor shall have a lien for the payment of all sums agreed to be paid by Lessee herein upon all Lessee's property, which lien is to be in addition to any landlord's lien now or hereafter provided by law.

F. The parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either of them against the other on any matters arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises and/or any claim of injury or damages. In the event Lessor commences any proceedings for non-payment of rent or additional rent, Lessee will not interpose any counterclaim of any nature or description in any such proceedings. This shall not be construed, however, as a waiver of Lessee's right to assert any such claims in any separate action brought by Lessee.

G. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future law in the event this Lease is terminated or Lessee is evicted or dispossessed by reason of violation by Lessee of any of the provisions of this Lease.

H. In the event of breach or threatened breach by Lessee of any provision of this Lease, Lessor shall have the right of injunction as if other remedies were not provided for herein.

I. No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy herein or by law provided, but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

J. If Lessee shall default in the performance by and covenant required to be performed by it under this Lease, Lessor may perform the same for the account and at the expense of Lessee, after first giving notice to Lessee of its intention to do so. If Lessor at any time is compelled to pay or elects to pay, any sum of money or to do any act which will require the

payment of any sum of money by reason of the failure of Lessee to comply with any provisions hereof, or if Lessor is compelled to incur any expense, including reasonable attorney fees, in instituting, prosecuting or defending against any action or proceedings instituted by reason of any default of Lessee hereunder, the amount of such payments or expenses shall be paid by Lessee to Lessor as additional rent on the next day following such payment or the incurring of such expenses upon which a regular monthly rental is due, together with interest thereon at the rate set forth herein.

K. No waiver by Lessor of any breach by Lessee of any of its obligations, agreements or covenants hereunder shall be a waiver of any subsequent breach of such or any other obligation, agreement or covenant, nor shall forbearance by Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of its rights and remedies with respect to such or any subsequent breach.

L. Lessee expressly waives any right of defense which it may have based on any purported merger of any cause of action, and neither the commencement of any action or proceeding nor the settlement thereof or the entering of judgment therein shall bar Lessor from bringing subsequent action or proceedings from time to time.

M. Upon the occurrence of any event of default which is not cured within any period of time herein provided, Lessee covenants and agrees that then and in that event, Lessor may cause Judgment to be entered against Lessee, and for that purpose Lessee hereby authorizes and empowers Lessor or any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for and confess judgment against Lessee and agrees that Lessor may commence an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950 et seq. for the recovery from Lessee of all rent hereunder (including all accelerations of rent permissible under the provisions of this Lease) and/or for all charges reserved hereunder as rent including, but not limited to, all utility charges whether billed by separate meter or otherwise, as well as for interest and costs and reasonable Attorney's fees and estimated attorney's fees to prosecute this confession of judgment and all other actions to their conclusion for possession of the premises and the collection of all funds due and owing hereunder ("Reasonable Attorney's Fees") for which authorization to confess judgment, this Lease, or a true and correct copy thereof, shall be sufficient warrant. Such Judgment may be confessed against Lessee for the amount of rent in arrears (including all accelerations of rent permissible under the provisions of this Lease) and/or for all charges reserved hereunder as rent, as well as for interest and costs; together with Reasonable Attorney's Fees. Neither the right to institute an action pursuant to Pennsylvania Rules of Civil Procedure No. 2950 et seq. nor the authority to confess judgment granted herein shall be exhausted by one or more exercises thereof, but successive complaints may be filed and successive judgment may be entered for the aforescribed sums five (5) days or more after they become due as well as after the expiration of the original term and/or during or after expiration of any extension or renewal of this Lease.

N. Lessee covenants and agrees that if this Lease shall be terminated (either because of condition broken during the term of this Lease or any renewal or extension thereof and/or when the term hereby created or any extension thereof shall have expired) then, and in that event, Lessor may cause a judgment in ejectment to be entered against Lessee for possession of the Demised Premises, and for that purpose Lessee hereby authorizes and empowers any Prothonotary, Clerk of Court or Attorney of any Court of Record to appear for Lessee and to confess judgment against Lessee in Ejectment for

possession of the herein Demised Premises, and agrees that Lessor may commence an action pursuant to Pennsylvania Rule of Procedure No. 2970 et seq. for the entry of an order in Ejectment for the possession of real property, and Lessee further agrees that a Writ of Possession pursuant thereto may issue forthwith, for which authorization to confess judgment and for the issuance of a writ or writ of possession pursuant thereto, this Lease, or a true and correct copy thereof, shall be sufficient warrant. Lessee further covenants and agrees, that if for any reason whatsoever, after said action shall have commenced the action shall be terminated and the possession of the Demised Premises hereunder shall remain in or be restored to Lessee, Lessor shall have the right upon any subsequent default or defaults, or upon the termination of this Lease as above set forth to commence successive actions for possession of real property and to cause the entry of successive judgments of confession in Ejectment for possession of the Demised Premises hereunder.

O. In any amicable action for ejectment and/or for rent arrears, Lessor shall first cause to be filed in such action an affidavit made by it or someone acting for it, setting forth the facts necessary to authorize the entry of judgment and if a true copy of this Lease (and such affidavit shall be sufficient evidence of the truth of the copy) be filed in such action, it shall not be necessary to file the original as warrant of attorney, any rule of court, custom or practice to the contrary notwithstanding. Lessee hereby releases to Lessor and to any and all attorneys who may appear for Lessor all errors in said proceedings and all liability thereof.

P. If proceedings shall be commenced by Lessor to recover possession under the Acts of Assembly and Rules of Civil Procedure, either at the end of the term or earlier termination of this Lease, or for nonpayment of rent or any other reason, Lessee specifically waives the right to the three (3) month notice and to the fifteen (15) or thirty (30) days notice required by the Landlord and Tenant Act of 1951, and agrees that five (5) days notice shall be sufficient in either or any such case.

21. Mechanic's Liens. Lessee shall not permit any mechanic's, materialman's or similar liens to remain upon the Premises for labor or material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed on the Premises or at the direction or with the consent of Lessee, whether such work was performed or materials furnished before or after the commencement of the term of this Lease. Lessee may, however, contest the validity of any such lien or claim, provided Lessee shall give Lessor such reasonable security to insure payment and to prevent any sale, foreclosure or forfeiture of the Premises by reason of such non-payment as Lessor may require. Upon final determination of the validity of any such lien or claim, Lessee shall immediately pay any judgment or decree rendered against Lessee or Lessor with all proper costs and charges and shall cause such lien to be released of record without cost to Lessor. Notwithstanding anything contained herein to the contrary, Lessee shall at all times prepare and file a waiver of mechanics' liens prior to the commencement of any work, or the ordering of any material, in compliance with the terms of Paragraph 6.A. hereinabove Lessee shall not commence any such work until and unless Lessor issues its prior written approval thereof in accordance with Paragraph 24.B. hereinbelow.

22. Subordination. This Lease shall be subordinate in all respects of any Lease or other arrangement or right to possession under which the Lessor is in control of the Demised Premises to the rights of the owner or owners of the Demised Premises and of the land or buildings of which the Demised Premises are a part, to all rights of the Lessor's landlord and to any and all

liens of any mortgages or other encumbrances now or hereafter encumbering the Premises or any part thereof, or upon the land and/or the buildings, with the same force and effect as if such Mortgage had been executed, acknowledged, delivered and recorded prior to the execution of this Lease. The subordination contained in this Paragraph is and shall be effective without the necessity of any further act or writing by either party hereto, but Lessee agrees that it will, immediately upon Lessor's request, deliver such additional documents as any mortgagee may require to confirm such subordination. Lessee, at the request of any mortgagee or any one acquiring title to Lessor's estate or the Premises by foreclosure, deed in lieu of foreclosure or otherwise, shall attorn to the then owner and recognize such owner as Lessor for the balance of the term of this Lease, subject to all of the terms and provisions hereof. Such mortgagee or purchaser at said foreclosure sale shall not be:

- A. Liable for any act or omission of Lessor;
- B. Subject to any offsets or defenses which Lessee may have against the Lessor;
- C. Bound by any rent or additional rent which the Lessee may have paid to the Lessor for more than the current month;
- D. Bound by any amendment or modification of the lease made, without its consent;
- E. Entitled to any security deposits paid to Lessor by Lessee.

The Lessee expressly agrees that if Lessor's tenancy, control or right to possession shall terminate, either by expiration, forfeiture or otherwise, then this Lease shall thereupon immediately terminate and the Lessee shall thereupon give immediate possession. Lessee hereby waives any and all claims for damages or otherwise by reason of such termination as aforesaid.

This Lease shall be further subordinate in all respects to the Declaration of Condominium of _____ (the "Declaration"), and any modifications thereto, with the same force and effect as if such Declaration had been executed, acknowledged, delivered and recorded prior to the execution of this Lease.

23. Estoppel Certificate. Lessee agrees to execute and deliver to any mortgagee or purchaser of the Premises immediately upon request, an "Estoppel Certificate", in form to be supplied by Lessor, stating the amount of rent due from Lessee hereunder; that this Lease remains in full force and effect without any modifications except for modifications requested by any such mortgagee; that Lessee consents to any reasonable modification of the Lease (except rental terms) requested by any mortgagee; that Lessee has no setoffs against rent; or if Lessee has any setoffs against rent or if this Lease has been modified, the exact nature of the modification and the precise amount of the setoffs and such other matters reasonably requested by said mortgagee or purchaser.

24. Alterations and Additions to Interior of Condominium Unit.

A. Lessee may, at its sole cost and expense, make additional alterations, additions, or improvements to the interior of the Condominium Unit which is the subject of this Lease (hereinafter called "Interior

Improvements"), provided that such installations shall not adversely affect the roof and structural soundness of the Premises or the building of which the Premises is a part in the case of multi-tenant properties, or any mechanical systems contained therein.

B. All such Interior Improvements shall be in accordance with plans and specifications to be supplied by Lessee to Lessor, which plans shall in all instances first be subject to Lessor's prior written approval, which approval may be withheld for any reason whatsoever. Lessee shall provide Lessor with evidence that each contractor performing work on the Premises has adequate workmen's compensation insurance and general liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) for bodily injury or death to any person or persons and property damage to the extent of Five Hundred Thousand Dollars (\$500,000.00), together with a certificate from the insurer, who shall be reasonably satisfactory to Lessor, to the effect that such insurance may not be canceled or substantially modified without at least thirty (30) days' prior written notice, certified mail, return receipt requested, to Mark Hankin, personally, as authorized representative of Lessor. Said insurance policies shall be with an insurance company having a Best Rating of A+ and shall name Lessor, Philadelphia Industrial Development Corporation, the Association, any mortgagee of record and other appropriate parties designated by Lessor as additional insureds.

C. No work or installation by Lessee at the Premises shall be done except after filing a waiver of mechanic's lien in accordance with the provisions of Paragraph 6A hereinabove. A time-stamped copy of each "mechanic's lien" waiver shall be filed with Lessor prior to the commencement of any work or purchase of any material by Lessee or any subcontractor.

D. Lessee shall, at the expiration or earlier termination of this Lease, or any renewal term, remove all such Interior Improvements, and Lessee shall, at its sole cost and expense, return the Premises to their condition as of the Commencement Date of this Lease. The above notwithstanding, Lessor shall have, at its sole option, the right to require by written demand that any such Interior Improvements made by Lessee remain upon the Premises and that title to same shall vest in Lessor. In the event Lessee shall fail to remove said Interior Improvements and restore the Premises as herein provided, Lessor shall have the right to go upon the Premises and do so, and Lessee agrees to pay the cost thereof, together with a twenty-one percent (21%) charge on the total cost to cover Lessor's expense and overhead, as additional rent.

E. If as a result of any Interior Improvements which may be made to the Premises by the Lessee, either pursuant to this clause or without authorization from the Lessor, any person and/or property shall be injured and/or damaged, liability therefore shall be the sole responsibility of Lessee.

F. In making any approved Interior Improvements, Lessee shall comply with any and all laws, statutes, ordinances, rules, and regulations and requirements of the municipal and other duly constituted governmental authorities and insurance organizations.

G. It is understood and agreed that all alterations or modifications to the exterior of the Premises, if permitted, shall be done in full compliance with the Declaration of Condominium of the _____ (the "Declaration") and with the rules and regulations of the Association. If exterior alterations or modifications are permitted,

Lessee must first obtain the prior written approval of Lessor for the making of any such alterations or modifications, which consent may be withheld for any reason whatsoever, whereupon all of the remaining provisions of this Paragraph 24, relating to the duties and responsibilities of the Lessee shall apply to all such proposed exterior work. All such exterior alteration or modifications are to be made at Lessee's sole cost and expense.

25. Extensions - Renewals - CPI Escalator.

A. It is hereby mutually agreed that either party hereto may terminate this Lease at the end of this term and any renewal term or extension term by giving to the other party written notice, certified mail, return receipt requested, to Mark Hankin, personally, as authorized representative of Lessor, at least one (1) year prior thereto, but in default of such notice, this Lease shall continue upon the same terms and conditions in force immediately prior to the expiration of the term hereof except that the minimum annual rental shall be computed in accordance with Subparagraph B of this Paragraph for a further period of one year and so on from year to year unless and until terminated by either party hereto giving the other one (1) year's written notice, certified mail, return receipt requested, to Mark Hankin, personally, as authorized representative of Lessor, prior to the expiration of the then current term; provided, however, that if Lessor shall have given such written notice to Lessee, certified mail, return receipt requested, at any time prior to the expiration of any term hereby created of its intention to change any of the terms and conditions of this Lease and Lessee shall not within ten (10) days from such notice notify Lessor of Lessee's intention to vacate the Demised Premises at the end of the then current term, Lessee shall be considered as Lessee under the terms and conditions mentioned in such notice for a further term as above provided, or for such further term as may be stated in such notice. In the event that Lessee shall have served notice as stipulated in this Lease of Lessee's intention to vacate the Premises at the end of the present term or any renewal or extension thereof and shall fail or refuse so to vacate same on the date designated by such notice, then it is expressly agreed that Lessor shall have the option, either:

(i) To disregard the notice so given as having no effect, in which case all of the terms and conditions of this Lease (as modified by Subparagraph B hereof) shall continue thereafter with full force precisely as if such notice had not been given; or

(ii) Subject to such rental increases as provided in Paragraph 39 hereof, to give the said Lessee, at any time, within thirty (30) days after the expiration of the present term or any renewal or extension thereof as aforesaid, ten (10) days written notice of its intention to terminate the said Lease; whereupon Lessee expressly agrees to vacate said Premises at the expiration of the said period of ten (10) days specified in said notice. All powers granted to Lessor by this Lease shall be exercised and all obligations imposed upon Lessee by this Lease shall be performed by Lessee as well during any extension of the original term of this Lease as during the original term hereof.

B. Continuation of Lease. Such continuations of this Lease which may occur under the provisions hereof, or options to renew as described in Subparagraph (i) hereinbelow, shall be subject to the same terms and conditions as otherwise set forth herein except that the annual minimum rents shall be the greater of (a) the sum of \$ _____, payable monthly in advance in installments of \$ _____, (b) the sum of \$ _____ plus the minimum annual rent of the latest previous year of

this Lease or continuation thereof, "Renewal Rent", payable in monthly installments in advance in the amount calculated by dividing the Renewal Rent by twelve (12), or (c) the amount calculated in accordance with Subparagraphs (i) through (iv) below.

(i) Provided Lessee is not then or ever has been in default under any of the terms, covenants and conditions of this Lease, Lessee shall have the right and privilege at its election to renew the term of this Lease for a further period of _____ (____) year to commence by giving Lessor written notice of its election to renew at any time prior to the last year of this Lease, or prior to the last year of any extended term, such renewal to be on the same terms and conditions (except for this option to renew and except for the rental as is set forth herein) as herein provided for the original term. In the event Lessee does not exercise this option to renew, then the term of this Lease shall continue in accordance with the provisions of Paragraph 25 except for possible rental increases in accordance with provisions of this Paragraph as described hereinabove and below.

(ii) A Consumer Price Index is currently prepared and issued monthly by the United States Department of Labor, Bureau of Labor Statistics, Washington, D.C. Table I of said Index entitled "Consumer Price Index - United States City Average" is calculated on the base period 1967 = 100 and includes the group entitled "All Items". Wherever "Consumer Price Index" is used in this Lease it shall mean an Index as described in this sentence. The comparable Index Figure of the Consumer Price Index (United States City Average - base period 1967 = 100 All Items) for the month of _____, shall be and is hereinafter referred to as the "base index figure for this Lease".

(iii) If Lessee shall renew or continue the term of this Lease as is provided in this Paragraph 25, the rental which Lessee shall pay to Lessor during said renewal term shall be increased as of the Renewal Lease Commencement Date, ("Renewal Lease Commencement Date"). Renewal Lease Commencement Date shall mean the day after the Lease Termination Date or any subsequent Lease Termination Date resulting from any renewal or extension of this Lease, and each successive Renewal Lease Commencement Date falling within the terms of said renewal period or any further extensions or renewals, on the basis of the Consumer Price Index or if the Consumer Price Index is discontinued, then by the successor or most nearly comparable successor Index thereto, appropriately adjusted to the Base Index Figure for this Lease. In the event that a different base than the average for the year 1967 = 100 shall be employed hereafter in any of the indices to be used hereunder, proper adjustment (if needed) shall be made in applying the said indices so as to correctly ascertain whether there has been an increase over the Base Index for this Lease. In the event that the methods of ascertaining or arriving at the percentage in the indices then used shall have been altered or changed from the Consumer Price Index, like adjustment shall be made.

(iv) The parties hereto agree that if the corresponding Index Figure as reflected by the Consumer Price Index (or by its successor or most nearly comparable successor, appropriately adjusted as aforesaid) for _____ and for each successive _____ falling within the renewal term and any further renewals or extensions shall be greater than the Base Index Figure for this Lease (as provided above) then the annual rent payable by Lessee during each year of this renewal term and any further extensions or renewals shall be increased effective the Renewal Lease Commencement Date, and each successive Renewal Lease Commencement Date falling within the term of said renewal period or any further renewals or

extensions to an amount arrived at by multiplying \$ _____ by a fraction of which the numerator shall be the Index Figure for _____ and for each successive _____ falling within the renewal term and any further renewals or extensions and the denominator shall be the Base Index Figure for this Lease. Each such increase (if any) of rent shall be effective respectively as of the Renewal Lease Commencement Date, and as of each successive Renewal Lease Commencement Date falling within the renewal term and any further renewals or extensions.

26. Place of Payment of Rent and Notices. All notices other than rent shall be given to Lessor by registered or certified mail, return receipt requested, at the following address or at such address as Lessor may designate by written notice to Lessee:

P.O. Box 26767
Elkins Park, PA 19027

In particular, all notices relating to extensions - renewals of this Lease as more fully set forth in Paragraph 25 must be sent to Mark Hankin, personally, as authorized representative of Lessor, by certified mail, return receipt requested.

These notice provisions are an essential requirement of this Lease and the Lessee agrees that no evidence of any other notice other than certified mail, return receipt requested addressed to Mark Hankin, personally, as authorized representative of Lessor, may be introduced at the time of any trial herein, or arbitration. Any notice sent to any other person or any other matter shall be deemed null and void.

27. Condition of Premises at Termination. At the expiration of the term hereof, Lessee shall surrender the Premises to Lessor in good order and condition, broom clean, reasonable wear and tear and damage by fire or other casualty alone excepted. Provided Lessee is not in default hereunder, all furniture and trade fixtures installed at the expense of Lessee shall remain the property of Lessee. Provided Lessee is not in default hereunder, Lessee shall remove fixtures and/or equipment installed by Lessee in the herein Demised Premises during the term of this Lease and any renewal or extension term. Lessee agrees to repair at its cost and expense any damage done to the Premise by reason of the removal of such fixtures and/or equipment.

28. Vacation. Lessee shall not vacate or desert the Premises during the term of this Lease or permit the same to be empty and unoccupied.

29. Net Lease. The parties intend this to be a "net-net-net" Lease pursuant to which the rent payable hereunder shall be absolutely net return to Lessor for the term of this Lease, undiminished by the taxes (real estate, business privilege, mercantile, etc.) or any of them or any part thereof or any other carrying charges, maintenance charges, common expenses, condominium assessments, or any other charges of any kind or nature whatsoever except any mortgage now or hereafter placed upon the Premise and Lessor shall not be required to perform any services or furnish any utilities of any kind or nature whatsoever. Lessor may discontinue at any time any and all facilities furnished and services rendered by Lessor not expressly covenant for herein or required to be furnished or rendered by law, it being understood that they constitute no part of the consideration of this Lease.

30. Minimum Annual Rent Adjustment.

A. For purposes of this paragraph, the following terms shall have the following meaning:

(i) "Adjustment Date". Each date after the Lease Commencement Date that mortgage financing on the Premise (or the property of which the Premises is a part) takes effect during the term of this Lease, (or any renewal or extension thereof) or a date on which an interest rate occurs on existing or future increase financing.

(ii) "Base Constant Annual Percent" - .1034

(iii) "Adjusted Constant Annual Percent".

That annualized figure expressed as a percentage, computed by referring to the standard table of "Constant Annual Percent" attached hereto as Exhibit "C", utilizing the annual interest rate and amortization term of any mortgage financing placed on the Premises (or any property of which the Premises is a part) by Lessor on an Adjustment Date.

B. From and after each Adjustment Date during the term of this Lease (or any renewal or extension thereof), if the Adjusted Constant Annual Percent exceeds the Base Constant Annual Percent, the minimum annual rent shall be increased to an amount which is the product of the then current Minimum Annual Rent multiplied by the Adjusted Constant Annual Percent. Said minimum monthly rent shall be computed by dividing the above amount as computed in accordance with the terms of this paragraph by twelve (12). If an Adjustment Date occurs on a date other than the first day of a month, the minimum monthly rent paid in arrears shall be prorated on a daily basis to reflect the change in minimum monthly rent occurring during said month.

31. Additional Security. Should the roof, structural, or mechanical portions of the Premises be subjected to damage by corrosion or similar damage, by virtue of Lessee's use, abuse or misuse of the Premises, Lessee shall post an additional security deposit with Lessor as Lessor shall demand to cover the estimated repair or replacement cost thereof.

32. Effect of Repairs on Rental. No contract entered into or that may be subsequently entered into by Lessor with Lessee, relative to any alterations, additions, improvements or repairs, nor the failure of Lessor to make such alterations, additions, improvements or repairs as required by any such contract, nor the making by Lessor or his agents or contractors of such alterations, additions, improvements or repairs shall in any way affect the payment of the rent or said other charges at the time specified in this Lease, except to the extent and in the manner herein provided.

33. Conduct of Lessee. This Lease is granted upon the expressed condition that Lessee and/or the occupants of the premises herein leased shall not conduct themselves in a manner which is improper or objectionable and if at any time during the term of this Lease or any extension or continuation thereof Lessee or any occupier of the said premises shall have conducted himself in a manner which is improper or objectionable, Lessee shall be taken to have broken the covenants and conditions of this lease, and Lessor will be entitled to all of the rights and remedies granted and reserved herein for the Lessee's failure to observe all of the covenants and conditions of this Lease.

34. Trash Disposal. Lessee shall provide a trash dumpster for the Demised Premises. Lessee shall pay bills for said trash collection within ten (10) days of receipt of said bill from said trash hauler.

35. Water Meter. Lessor agrees to install a water meter in the premises herein described to measure the water consumption of the said premises. Said meter may be a sub-meter from the meter installed by the public utility company serving the said premises.

A. In the event that electricity is supplied to the Premises and is not supplied directly by a public utility, then Lessor may elect to install a meter or a sub-meter in the Premises herein described to measure the electricity consumption of the said Premises.

B. In the event that gas is supplied to the Premises and is not supplied directly by public utility, then Lessor may elect to install a meter or sub-meter in the Premises herein described to measure the gas consumption of the said Premises.

C. All charges and payments due to Lessor under Paragraphs 35, 35A and 35B herein shall be paid in accordance with the provisions of Paragraph 5 hereinabove.

36. In addition to all rentals and additional rentals provided herein, Lessee shall pay to Lessor a Ten Percent (10%) service charge to cover expenses for all bills other than the monthly rental. Said charges shall not exceed Twenty-five (\$25.00) Dollars per invoice.

37. Right of Recovery. Each party waives any and all right of recovery against the other party for damage to the Demised Premises or loss to property therein occurring from fire or other casualty covered by standard fire insurance policies with extended coverage, provided that each waiver shall be effective and binding only to the extent that such insurance covering the damage is in force permitting such waiver and to the extent actual recovery is had thereon.

38. Miscellaneous.

A. Lessor and Lessee agree, at the request of either party, that any controversy or claim arising out of or relating to this Agreement, or the breach thereof, may be submitted to final and binding Arbitration by the American Arbitration Association, as modified herein, and judgement upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof. The following standards shall supplement the regulations of the American Arbitration Association and shall control in the event of conflict:

(i) The aggrieved party shall request arbitration after the dispute arises and promptly serve notice of submission to the other party;

(a) The above notwithstanding, the Lessee shall be required to request such arbitration no later than thirty (30) days after the dispute arises and failure by Lessee to make such timely request shall be deemed to be a waiver of Lessee's rights, hereunder and full award shall be granted to Lessor;

(ii) Within twenty (20) days of submission, each party shall submit a proposed award to the American Arbitration Association;

(iii) The arbitrator shall have jurisdiction to enter an award based solely on the proposed finding of one or the other party, and may not make any other award or finding;

(iv) All costs and expenses of the arbitration shall be paid by the non-prevailing party. Each party shall bear their own counsel fees;

(v) In the event that the non-prevailing party does not make the required payment(s) within ten (10) days of the arbitration, the prevailing party shall have the right to confess judgement as provided in Paragraph 20 hereof.

B. Parties Bound. Subject to the provisions of this Lease regarding consent by Lessor, this Lease shall be binding upon and inure to the benefit of and be enforceable by their respective successors and assigns.

C. Waiver of Custom. Lessor shall have the right at all times, any law, usage or custom notwithstanding, to enforce strictly the provisions of this Lease, and the failure of Lessor at any time or times, strictly to enforce any provision hereof, shall not be construed as having created a custom or waiver in any way contrary to the specific provisions of this Lease or as having in any way or manner modified this Lease.

D. Number and Gender. For the purpose of this Lease, the singular shall include the plural and the plural shall include the singular and the masculine shall include the feminine and the neuter, and vice versa, as the context may require. The word "Lessor" as used herein shall mean the owner from time to time of fee or equitable title to the Premises and upon transfer of fee or equitable title, the person named herein as Lessor shall have no further liability or obligation hereunder. The words, "Lessor" and "Association" shall be used interchangeably, where appropriate, as the context hereof may require, and in accordance with the condominium documentation of

E. Captions. The captions contained herein are for the convenience of the parties only. They do not in any way modify, amplify, alter or give full notice of the provisions hereof.

F. Amendments. This Lease may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of such change, waiver, discharge, or termination is sought.

G. Partial Invalidity. If any clause or provision of this Lease or the application thereof to any person or in any circumstance shall by any extent be invalid or unenforceable, the remainder of this Lease, or the application of such clause or provision to persons or in circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each clause and provision of this lease shall be valid and enforceable to the fullest extent permitted by law.

H. Governing Law. This Lease shall be governed by the laws of the Commonwealth of Pennsylvania.

I. Entire Agreement. This Lease constitutes the entire agreement between the parties hereto and cannot be modified except in writing as an Addendum to this Lease, which Addendum must be executed by both the Lessor and Lessee. Except as set forth herein, there are no promises, representations or understandings between the parties of any kind or nature whatsoever.

Neither party is to rely on the oral statements of any party nor, in particular, on any oral statement or writing of any AGENT OR APPARENT PURPORTED AGENT OF THE OTHER PARTY. NO EVIDENCE OF ORAL STATEMENT OR RELIANCE UPON ANY SUCH ORAL STATEMENT MAY BE INTRODUCED AT THE TIME OF TRIAL AND/OR HEARING. SECRETARIES, RECEPTIONISTS, PARALEGALS, RENTAL AGENTS, BROKERS, SECURITY GUARDS, DOORMEN, CONSTRUCTION PERSONNEL, ADMINISTRATIVE ASSISTANTS AND/OR BOOKKEEPERS HAVE NO AUTHORITY UNDER ANY CIRCUMSTANCES TO BIND ANY PARTY, EITHER ORALLY OR IN WRITING.

IT IS SPECIFICALLY UNDERSTOOD THAT LESSOR'S COUNSEL DOES NOT HAVE THE AUTHORITY TO MODIFY, AMEND OR EXTEND THE LEASE.

ALL NOTICES OF TERMINATION SHOULD BE SENT TO MARK HANKIN, PERSONALLY, AS THE AUTHORIZED REPRESENTATIVE OF LESSOR, BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED. IT IS ESSENTIAL THAT THIS CONDITION BE STRICTLY ADHERED TO BY LESSEE.

The intention of the parties to modify the Agreement shall be evidenced solely by a written document signed by Mark Hankin, personally, as the authorized representative of Lessor, and the designated representative of Lessee and must contain the words "intending to be legally bound".

J. Rules and Regulations. At any time or times, and from time to time, Lessor and/or the Association may make such reasonable rules and regulations as may be necessary or desirable for the safety, care and cleanliness of the Premises and/or _____ and of real and personal properties contained therein and for the preservation of good order. Such rules and regulations shall, when communicated in writing to Lessee, form a part of this Lease.

K. Time of the Essence. All time set forth in this Lease shall be deemed to be of the essence, and all notices or consents required herein shall be deemed to have been given as of the date received by the receiving party as evidenced by the date shown on the signed receipt of certified or registered mail.

L. Lessee agrees that it will pay the rent and all other charges herein reserved as rent at the times and at the place that the same are payable, without fail; and if Lessor shall at any time or times accept said rent or rent charges after the same shall have become delinquent, such acceptance shall not excuse delay upon subsequent occasions, or constitute or be construed as a waiver of any of Lessor's rights. Lessee agrees that any charge or payment herein reserved, included, or agreed to be paid by Lessee may be proceeded for and recovered by Lessor by legal process in the same manner as rent due and in arrears.

M. Lessee agrees that if, with the permission in writing of Lessor, Lessee shall vacate or decide at any time during the term of this lease, or any renewal thereof, to vacate the herein demised premises prior to the expiration of this Lease, or any renewal hereof, Lessee will not cause or allow any other agent to represent Lessee in any subletting or reletting of the demised premises other than an agent approved by the Lessor and that should Lessee do so, or attempt to do so, the Lessor may remove any signs that may be placed on or about the demised premises by such other agent without any liability to Lessee or to said agent, the Lessee assuming all responsibility for such action.

N. Lessee hereby grants to Lessor a security interest under the

Uniform Commercial Code in all of Lessee's goods and property in, on, or about the demised premises. Said security interest shall secure unto Lessor the payment of all rent (and charges collectible or reserved as rent) hereunder which shall become due under the provisions of the said Uniform Commercial Code to perfect a security interest in Lessee's said goods and property.

O. Lessee agrees that any and all payments due hereunder shall be due and payable by Lessee without any deduction or setoff whatsoever, and Lessee hereby expressly waives any right to deduct or setoff any amounts from any such payments.

P. All utility charges, whether billed as a common area expense or whether billed by separate utility meter, shall be considered as additional rents under this Lease.

39. All other provisions of this Lease notwithstanding, if Lessee remains in possession of the Premises after the expiration of the term of this Lease, or any extension thereof, without the written consent of Lessor, such holding over shall, at the sole option of Lessor, either create a tenancy from month to month with respect to the Premises on all of the same terms and conditions as are in effect on the last day of the preceding term, except that the monthly minimum rental shall be increased to an amount equal to three times the minimum monthly rental effective on the last day of the preceding term or shall be treated in accordance with the provisions of Paragraph 25 of this Lease.

40. Hazardous Substances. Lessee shall not cause or permit any Hazardous Substances to be used, stored, generated or disposed of in, on or about the Leased Premises by Lessee, its agents, employees, contractors or invitees, including, without limitation, normal quantities of solvents, compounds, paints and cleaning fluids necessary for business. Any such Hazardous Substances permitted on the leased Premises as hereinabove provided, and all containers therefore, shall be used, kept, stored and disposed of in a manner that complies with all federal, state and local laws or regulations applicable to any such Hazardous Substances. Lessee shall indemnify and hold harmless Lessor from any such costs, expenses or liabilities (including the settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Lease term from or in connection with the presence or suspected presence of Hazardous Substances in, on or about the Leased Premises by Lessee, its agents, employees, contractors or invitees.

As used herein, "Hazardous Substances" means any substance which is toxic, ignitable, reactive, or corrosive and which is regulated by any state or local government or by the United States government. "Hazardous Substances" include any and all material or substances which are defined as "hazardous waste", "extremely hazardous waste" or a "hazardous substance" pursuant to state, federal or local governmental law. "Hazardous substances" includes but is not restricted to asbestos, polychlorinated biphenyl ("PCBs") and petroleum products.

41. Lessee is hereby granted a license to occupy the Premises for the period commencing _____ and ending _____ ("License Period"). During the License Period, all of the terms and conditions of this Lease shall be in full force and effect with the exception of Article 3 hereof, so that no minimum annual rent will be payable during the License Period.

42. EFFECTIVE: THE FURNISHING OF THE FORM OF THIS LEASE, SHALL NOT CONSTITUTE AN OFFER OF ANY KIND OR A RESERVATION OF ANY OPTION FOR THE LEASED

April 3, 1996

SPACE; THIS LEASE SHALL BECOME EFFECTIVE UPON AND ONLY UPON ITS EXECUTION BY AND DELIVERY TO EACH PARTY HERETO.

IN WITNESS WHEREOF, we have hereunto set our hand and seal
this _____ day of _____, _____.

- LESSOR

WITNESS

By: _____

- LESSOR

- LESSEE

WITNESS

By: _____

, President

Attest: _____

, Secretary

Corporate Seal:

April 3, 1996

EXHIBIT "B"

CONDOMINIUM UNIT NO. _____

Lessor and Lessee agree that the Demised Premises are accepted in its existing "as-is" condition as of the Execution Date of this Lease.